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6 **UNITED STATES OF AMERICA**  
7 **BEFORE THE NATIONAL LABOR RELATIONS BOARD**  
8

9 TEGNA, INC., d/b/a KGW-TV,

Case No. 19-CA-148474

10 Respondent

**RESPONDENT TEGNA, INC., d/b/a KGW-TV'S EXCEPTIONS TO THE ADMINISTRATIVE LAW JUDGE'S DECISION**

11 and

12 INTERNATIONAL BROTHERHOOD OF  
13 ELECTRICAL WORKERS, LOCAL 48,  
14 AFL-CIO,  
Charging Party.

**I. EXCEPTIONS TO THE ALJ'S DECISION AND RECOMMENDATIONS**

Respondent Tegna, Inc., d/b/a KGW-TV ("Employer" or "Respondent") hereby takes the following exceptions to the Administrative Law Judge's Decision. A brief in support of the exceptions will be filed separately.

Exception	Page	Lines	
1.	2	32-34	<p>The General Counsel further asserts that Respondent's motion is procedurally flawed in that the evidence Respondent would seek to offer in a reopened proceeding does not qualify as "newly discovered evidence" under the Board's standard. I agree.</p> <p>Ground: Erroneous legal conclusion; improper legal standard; finding is not supported by the record evidence.</p>
2.	2	41-43	<p>Because the evidence at issue here did not exist at the time of the hearing, it does not provide a basis for reopening the record. <i>APL Logistics, Inc.</i>, 341 NLRB 994, 994 n.2 (2004), enfd. 142 Fed.Appx. 869 (6<sup>th</sup> Cir. 2005).</p> <p>Ground: Improper legal standard.</p>
3.	3	1-4	<p>Moreover, even assuming that the evidence here otherwise met the requirements of § 102.48(d)(1), Respondent's motion is additionally flawed in that Respondent has failed, as required by that provision, to demonstrate that its proffered new evidence would mandate a different result in this case.</p> <p>Ground: Erroneous legal conclusion; improper legal standard; finding is not supported by the record evidence; evidence demonstrates this finding is incorrect.</p>
4.	3	18-20	<p>Indeed, the "most that can be inferred" from such a sequence of events is that the union, instead of waiting to receive the requested relevant information, chose a "contract in hand."</p> <p>Ground: Finding is not supported by the record evidence.</p>
5.	3	23-24	<p>Accordingly, Respondent's motion to reopen is denied, based on its failure to meet the Board's test for newly discovered evidence.</p>

Exception	Page	Lines	
			Ground: Erroneous legal conclusion; improper legal standard; finding is not supported by the record evidence.
6.	4	41-42	<p>These changes, he said, were necessary for Respondent to “compete in a quickly changing media market.”</p> <p>Ground: Erroneous reading of the record; finding is not supported by the record evidence; erroneous conclusion from the evidence; a clear preponderance of the evidence demonstrates this finding is incorrect.</p>
7.	6	28-33	<p>As Bishop testified, the Union understood Fair’s July 16 opening remarks to have been offered as a justification-based on the “need to compete”-for multiple aspects of Respondent’s proposal, including those addressing exclusive jurisdiction and subcontracting.</p> <p><b><u>Request 2</u></b>, he explained, was the Union’s attempt to ‘fact check’ Fair’s claims regarding the threat of increased competition from other media outlets, as well as to ascertain what effect such competition was having on Respondent’s revenue and expenses.</p> <p>Ground: Erroneous reading of the record; finding is not supported by the record evidence; erroneous conclusion from the evidence; a clear preponderance of the evidence demonstrates this finding is incorrect.</p>
8.	9	2-5	<p>As Bishop testified, each requested category of documents was necessary for the Union to evaluate the potential scope and/or effect of a Respondent proposal, as well as to test the veracity of Fair’s claims on July 30 that each proposal was necessary to maintain Respondent’s competitiveness in a changing media market. (Tr.60-65)</p> <p>Ground: Erroneous reading of the record; finding is not supported by the record evidence; erroneous conclusion from the evidence; a clear preponderance of the evidence demonstrates this finding is incorrect.</p>
9.	14	40-41	It is undisputed that Respondent did not provide any

Exception	Page	Lines	
			<p>documents (or any written response) to the Union's November 18 requests.</p> <p>Ground: Erroneous reading of the record; finding is not supported by the record evidence; erroneous conclusion from the evidence; a clear preponderance of the evidence demonstrates this finding is incorrect.</p>
10.	15	Fn. 9	<p>Fair, for his part, did not deny recharacterizing Respondent's motivation from a concern over competitiveness to one over relevance.</p> <p>Ground: Erroneous reading of the record; finding is not supported by the record evidence; erroneous conclusion from the evidence; a clear preponderance of the evidence demonstrates this finding is incorrect.</p>
11.	15	Fn. 10	<p>The discussion described in this paragraph is based on Bishop's credible testimony, which was corroborated by his notes and went unrebutted by either Fair or Lilly.</p> <p>Ground: Erroneous reading of the record; finding is not supported by the record evidence; erroneous conclusion from the evidence; a clear preponderance of the evidence demonstrates this finding is incorrect.</p>
12.	16	18-22	<p>On the whole, however, I have tended to credit Bishop, who testified without reliance on his bargaining notes and appeared to make a good effort to answer questions fully and honestly. Fair, on the other hand, was observably nervous on cross examination and often appeared to dissemble when questioned about significant matters, such as what he meant to impart by his comparison to the economic downturn in the newspaper industry.</p> <p>Ground: Erroneous reading of the record; finding is not supported by the record evidence; erroneous conclusion from the evidence; a clear preponderance of the evidence demonstrates this finding is incorrect.</p>
13.	16	23-24	<p>As noted, <i>infra</i>, on various occasions, Fair also failed to</p>

Exception	Page	Lines	
			<p>rebut specific, potentially damaging testimony given by Bishop.</p> <p>Ground: Erroneous reading of the record; finding is not supported by the record evidence; erroneous conclusion from the evidence; a clear preponderance of the evidence demonstrates this finding is incorrect.</p>
14.	17	9-12	<p>“The refusal of an employer to provide a bargaining agent with information relevant to the Union’s task of representing its constituency is a per se violation of the Act without regard to the employer’s subjective good or bad faith.”</p> <p>Ground: Improper legal standard.</p>
15.	17	28	<p>The burden to show relevance is “not exceptionally heavy,”</p> <p>Ground: Improper legal standard.</p>
16.	18	33-36	<p>Thus, under certain circumstances, even absent express assertions of an inability to pay, an employer’s statements amount to an effective assertion that “economic problems have led to an inability to pay or will do so during the life of the contract being negotiated.</p> <p>Ground: Improper legal standard.</p>
17.	18 19	36 1-2	<p>Thus, an employer that claims it cannot “remain competitive” while paying what the union is demanding has been found to have made the equivalent of an inability-to-pay claim, where it makes other statements indicating looming economic peril.</p> <p>Ground: Improper legal standard; misreading of the record.</p>
18.	19	18-19	<p>As set forth below, I find that, with the exception of <b><u>Request 8</u></b>, Respondent failed to provide the information requested by the Union, in violation of the Act.</p>

Exception	Page	Lines	
			Ground: Erroneous legal conclusion; improper legal standard; erroneous reading of the record; finding is not supported by the record evidence; erroneous conclusion from the evidence; a clear preponderance of the evidence demonstrates this finding is incorrect.
19.	19	26-27	<p>I find that <b>Requests 2 and 11</b> sought relevant information, and that, in each case, Respondent has failed to offer any valid defense to its failure to respond to these requests.</p> <p>Ground: Erroneous legal conclusion; improper legal standard; erroneous reading of the record; finding is not supported by the record evidence; erroneous conclusion from the evidence; a clear preponderance of the evidence demonstrates this finding is incorrect.</p>
20.	19	29-35	<p>At the outset of the parties' negotiations, Fair presented – in fairly dramatic fashion – the specter of new media competition as the primary, if not sole, rationale for the concessions it sought from the Union. He spoke not in generalities, but of specific new media competitors (Google, Amazon, etc.) who enjoyed the brand loyalty of the coveted millennial market, and then held out this state of affairs as compelling that the Union abandon, <i>inter alia</i>, its exclusive work jurisdiction. Considering the “end times” tone of his presentation, it is hardly surprising that the Union sought information about the station’s new, formidable competitors.</p> <p>Ground: Erroneous reading of the record; finding is not supported by the record evidence; erroneous conclusion from the evidence; a clear preponderance of the evidence demonstrates this finding is incorrect.</p>
21.	19 20	35 1-9	It is likewise unremarkable that, when in response Respondent provided only academic and/or industry publications and claimed to have no information pertinent to KGW itself, the Union called its bluff with its November 18 follow-up request ( <b>Request 11</b> ), specifically seeking documents regarding: (a) the station’s competitors, as well as KGW’s own advertising pricing structure; (b) the station’s past and present advertisers (for the stated

Exception	Page	Lines	
			<p>purpose of contacting them about their interest in KGW versus other media outlets); and (c) feedback from the station's advertisers and viewers on the station's programming and service. Tellingly, Respondent's sole response to this new request was Fair's attempt to walk back his original remarks and claim that Respondent was concerned not about competitiveness, but simply desired to "remain relevant."</p> <p>Ground: Erroneous reading of the record; finding is not supported by the record evidence; erroneous conclusion from the evidence; a clear preponderance of the evidence demonstrates this finding is incorrect.</p>
22.	20	11-14	<p>Based on credible record evidence, I find that the documents sought by <b><u>Requests 2(d) and 11</u></b> regarding KGW's competitors were made relevant by Fair's opening remarks in bargaining, as well as his insistence (at least until presented with the November 18 request) that competition from new media was to blame for the substantial concessions Respondent sought.</p> <p>Ground: Erroneous legal conclusion; improper legal standard; erroneous reading of the record; finding is not supported by the record evidence; erroneous conclusion from the evidence; a clear preponderance of the evidence demonstrates this finding is incorrect.</p>
23.	20	25-29	<p>Likewise, to the extent that Fair suggested that Respondent's proposals aimed to enhance KGW's ability to compete for advertising dollars, he put in play the question of whether a real threat existed that could be measured in falling ratings and/or advertisers dropping the station.</p> <p>Ground: Improper legal standard; erroneous reading of the record; finding is not supported by the record evidence; erroneous conclusion from the evidence; a clear preponderance of the evidence demonstrates this finding is incorrect.</p>
24.	20	30-32	<p>This is especially so considering how tenuous a connection</p>

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			<p>Fair had drawn between Respondent's demanded contractual changes and its quest for competitiveness (or alternately, "relevance").</p> <p>Ground: Improper legal standard; erroneous reading of the record; finding is not supported by the record evidence; erroneous conclusion from the evidence; a clear preponderance of the evidence demonstrates this finding is incorrect.</p>
25.	20	36-37	<p>Certainly the Union was entitled to probe further Respondent's rationale for its demands.</p> <p>Ground: Improper legal standard; erroneous reading of the record; finding is not supported by the record evidence; erroneous conclusion from the evidence; a clear preponderance of the evidence demonstrates this finding is incorrect.</p>
26.	20 21	39-46 1	<p>The remaining portions of Local 48's <b>Request 2</b> sought information regarding KGW's own market share, ratings, revenue and expenses; these documents, according to Bishop, were necessary to determine whether the new media competition Fair warned of was a ruse or a real threat and, if the latter, how imminent a threat in terms of impact on Respondent's finances. I find that Fair made this information relevant by his comments at the bargaining table and in particular, his prefatory remarks on July 16. In this regard, I reject Respondent's contention that Fair merely signaled a desire to make preemptive "adjustments for the future" based on the "oncoming problem that KGW saw" that was unrelated to Respondent's past or current performance.</p> <p>Ground: Improper legal standard; erroneous reading of the record; finding is not supported by the record evidence; erroneous conclusion from the evidence; a clear preponderance of the evidence demonstrates this finding is incorrect.</p>
27.	21	1-5	<p>Fair did not limit his remarks to prognostication; he presented the millennials' brand loyalty as a current</p>



Exception	Page	Lines	
			<p>problem that was worsening. Despite Fair's managing to avoid invoking any "magic words," every other aspect of his presentation suggested that the KGW's market share was <i>currently</i> being depleted by the "drastically increased" advertising dollars being allocated to its competitors; as he put it, "this time it's real."</p> <p>Ground: Erroneous reading of the record; finding is not supported by the record evidence; erroneous conclusion from the evidence; a clear preponderance of the evidence demonstrates this finding is incorrect.</p>
28.	21	7-17	<p>By alluding to the decline of the newsprint industry and the extinction of its jobs, Fair imparted a sense of urgency and impending crisis in terms of broadcast television in general, but also managed to sow confusion about KGW's own competitive position and the imminence of the danger it faced. Instead of providing a straight-forward appraisal of the financial situation KGW faced, Fair posited the allegorical "Chelsea" and told the Union it was at a "crossroads," (i.e., a point at which a critical decision--carrying far-reaching consequences—must be made). By presenting Respondent's demands in this portentous but fact-free manner, Fair played coy with the critical information necessary for Local 48 to make a reasonable assessment as to whether Respondent was asserting an inability to meet the requirements of the parties' expired contract during the next contract's term. This is exactly the gamesmanship the Board has warned of in cases such as this.</p> <p>Ground: Improper legal standard; erroneous reading of the record; finding is not supported by the record evidence; erroneous conclusion from the evidence; a clear preponderance of the evidence demonstrates this finding is incorrect.</p>
29.	21	17-19	<p>Under these circumstances, I find that the remaining (i.e., non-competitor related) portions of the Union's <b><u>Request 2</u></b> sought information that meets the Board's standard for relevance.</p>

Exception	Page	Lines	
			Ground: Erroneous legal conclusion; improper legal standard; erroneous reading of the record; finding is not supported by the record evidence; erroneous conclusion from the evidence; a clear preponderance of the evidence demonstrates this finding is incorrect.
30.	21	21-22	<p>I further reject Respondent's claims that its asserted confidentiality interests privileged it to ignore <b><u>Requests 2 and 11.</u></b></p> <p>Ground: Erroneous legal conclusion; improper legal standard; erroneous reading of the record; finding is not supported by the record evidence; erroneous conclusion from the evidence; a clear preponderance of the evidence demonstrates this finding is incorrect.</p>
31.	21 22	34-38 1-2	<p>Even assuming that Fair's references to confidential financial and ratings information were sufficient to establish the confidentiality of certain requested documents, this triggered an obligation on Respondent's part to bargain an accommodation over its concerns, which Respondent indisputably failed to do. In the absence of any evidence of the Union failing to respect such accommodations, Respondent's failure to test the Union's willingness to safeguard Respondent's data demonstrates that it merely "raised confidentiality concerns as a reason to say no."</p> <p>Ground: Improper legal standard; erroneous reading of the record; finding is not supported by the record evidence; erroneous conclusion from the evidence; a clear preponderance of the evidence demonstrates this finding is incorrect.</p>
32.	22	4-6	<p>For the reasons expressed, the items sought by <b><u>Requests 2 and 11</u></b> of the Union's requests for information letter must be produced, and Respondent's failure to furnish this information constitutes a violation of Section 8(a)(5) and (1) of the Act.</p> <p>Ground: Erroneous legal conclusion; improper legal standard; erroneous reading of the record; finding is not</p>

Exception	Page	Lines	
			supported by the record evidence; erroneous conclusion from the evidence; a clear preponderance of the evidence demonstrates this finding is incorrect.
33.	22	11-13	<p>I find that each of the Union's requests that it explicitly linked to specific Respondent bargaining proposals (<b><u>Requests 3-5, 7, 9, 13 and 14</u></b>), sought relevant information, and that, in each case, Respondent has failed to offer any valid defense to its failure to respond.</p> <p>Ground: Erroneous legal conclusion; improper legal standard; erroneous reading of the record; finding is not supported by the record evidence; erroneous conclusion from the evidence; a clear preponderance of the evidence demonstrates this finding is incorrect.</p>
34.	22	22-24	<p>Essentially, Respondent was asking the Union to give up contractually guaranteed wages without disclosing what actual dollar amount was at stake.</p> <p>Ground: Erroneous reading of the record; finding is not supported by the record evidence; erroneous conclusion from the evidence; a clear preponderance of the evidence demonstrates this finding is incorrect.</p>
35.	22	26-30	<p>The remaining information requests that the Union linked to specific Respondent proposals <b><u>Requests 3-5, 9, 13 and 14</u></b>), while not presumptively relevant, meet the Board's standard for relevance as set forth supra. In this regard, I credit Bishop's testimony that these requests were made directly in response to Respondent's specific bargaining proposals and sought information necessary for the Union to meaningfully consider—and respond to—such proposals.</p> <p>Ground: Erroneous legal conclusion; improper legal standard; erroneous reading of the record; finding is not supported by the record evidence; erroneous conclusion from the evidence; a clear preponderance of the evidence demonstrates this finding is incorrect.</p>
36.	22	34-39	Likewise, presented with a proposal to remove all

Exception	Page	Lines	
	23	1-2	<p>contractual restrictions on Respondent's ability to assign bargaining unit work outside the unit, it was only logical—in order to formulate a counterproposal—for the Union to seek documents that would shed light on Respondent's current ability to assign work (<b>Request 13</b>), as well as Respondent's economic rationale for its proposal, including labor costs and qualifications of those to whom the work could potentially be assigned. (<b>Request 3</b>) In each case, the information sought is directly relevant to the Union's assessment of Respondent's specific proposals and formulation of its own bargaining position as it related to the concessions Respondent sought.</p> <p>Ground: Improper legal standard; erroneous reading of the record; finding is not supported by the record evidence; erroneous conclusion from the evidence; a clear preponderance of the evidence demonstrates this finding is incorrect.</p>
37.	22	Fn. 17	<p>I found Fair's claim that he believed Respondent had no such records to be wholly implausible.</p> <p>Ground: Erroneous reading of the record; finding is not supported by the record evidence; erroneous conclusion from the evidence.</p>
38.	23	8-23	<p>Despite demanding sweeping changes to the parties' contract Respondent—by Fair—played coy about its rationale for, and expected economic impact of these proposed changes. In this regard, Fair frequently hedged and qualified his verbal responses, rendering them incomplete and therefore inadequate, as evidenced by the fact that the Union was forced to renew these requests. Proposing the Respondent retain an unfettered right to assign work away from unit employees, Fair fudged his answer to Union's requests on the subject, stating that there were no "current plans" to do so and therefore it would be impossible to identify those to whom it <i>might</i> assign such work. (<b>Request 3</b>) Months later, after Respondent had actually proposed specific, non-jurisdictional language, it refused to respond to the Union's November 18 request (<b>Request 13</b>) for an update on its plans for work</p>

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			<p>assignments. Likewise, despite demanding the removal of successorship language, Respondent failed to respond in any way to the Union's request for documents relating to a potential sale or takeover of the station (<b>Request 9</b>) as renewed by the Union on November 18. Based on the record as a whole, it appears that Respondent's conduct, including Fair's hedging and word play, was calculated not to supply the data requested, but rather to provide "limited information designed to fashion conclusions for the [u]nion."</p> <p>Ground: Erroneous reading of the record; finding is not supported by the record evidence; erroneous conclusion from the evidence; a clear preponderance of the evidence demonstrates this finding is incorrect.</p>
39.	23	25-26	<p>Respondent argues that the Union had no valid motive for its requests and therefore acted in bad faith. I disagree.</p> <p>Ground: Erroneous legal conclusion; improper legal standard; finding is not supported by the record evidence; erroneous conclusion from the evidence; a clear preponderance of the evidence demonstrates this finding is incorrect.</p>
40.	23	30-31	<p>The requirement of good faith "is met if at least one reason for the demand can be justified."</p> <p>Ground: Improper legal standard.</p>
41.	23 24	33-34 1	<p>Here, not only were the Union's request's directed at specific Respondent bargaining proposals, they were made early in bargaining and not in the face of a looming impasse declaration.</p> <p>Ground: Improper legal standard; erroneous reading of the record; finding is not supported by the record evidence; erroneous conclusion from the evidence; a clear preponderance of the evidence demonstrates this finding is incorrect.</p>

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42.	24	3-4	<p>I therefore find that Respondent has failed to provide that any of the Union's request were made in bad faith.</p> <p>Ground: Erroneous legal conclusion; improper legal standard; erroneous reading of the record; finding is not supported by the record evidence; erroneous conclusion from the evidence; a clear preponderance of the evidence demonstrates this finding is incorrect.</p>
43.	24	6-8	<p>For the reasons expressed, the items sought by <b><u>Requests 3-5, 7, 9, 13 and 14</u></b> of the Union's requests for information must be produced, and Respondent's failure to furnish this information constitutes a violation of Section 8(a)(5) and (1) of the Act.</p> <p>Ground: Erroneous legal conclusion; improper legal standard; erroneous reading of the record; finding is not supported by the record evidence; erroneous conclusion from the evidence; a clear preponderance of the evidence demonstrates this finding is incorrect.</p>
44.	25	Fn. 21	<p>Of course, this does not excuse Respondent's failure to provide the remaining information sought by the Union.</p> <p>Ground: Improper legal standard; erroneous reading of the record; finding is not supported by the record evidence; erroneous conclusion from the evidence; a clear preponderance of the evidence demonstrates this finding is incorrect.</p>
45.	26 27	1-45 1-17	<p>Respondent has violated Section 8(a)(5) and (1) of the Act by failing and refusing to supply the following information to the Union:</p> <ul style="list-style-type: none"> <li>(a) Data reports, analysis, communications, and other documents, since October 24, 2011, concerning: <ul style="list-style-type: none"> <li>(i) KGW's market share, ratings, and viewership;</li> <li>(ii) KGW's revenue;</li> <li>(iii) KGW's expenses;</li> <li>(iv) Competition from other media outlets such as Google, Amazon, etc., in</li> </ul> </li> </ul>

1	Exception	Page	Lines
2			Portland, Oregon, and nationally; and
3			(v) Changes in advertising placement and
4			revenue for television stations including
5			KGW;
6			(b) Documents, analyses, or communications
7			concerning plans to assign unit work to non-
8			unit individuals;
9			(c) The job descriptions and current wage rates of
10			employees to whom such work would be
11			assigned if Respondent's non-exclusive
12			jurisdiction proposal were implemented;
13			(d) Written agreements between KGW and other
14			entities for subcontracted work since October
15			24, 2011;
16			(e) Documents about customer, calendar period,
17			and dollar volume of subcontract work since
18			October 24, 2011;
19			(f) Documents, analysis, and communications
20			concerning any plans to subcontract unit work;
21			(g) A list of all individuals who have been hired as
22			temporary employees since October 24, 2014,
23			including date of hire, rate of pay,
24			classification, date of termination, and reason
25			for hiring;
26			(h) A copy of company policies and procedures for
27			hiring temporary employees;
			(i) An accounting of all overtime paid to all unit
			employees since October 24, 2011, with
			breakdowns showing the number of overtime
			hours worked and paid, the amount of overtime
			pay, and whether the overtime occurred on
			regular days off, holidays, or regular work days;
			(j) Reports from consultants, investment advisors,
			certified public accounts or others concerning
			the possible sale, takeover, or restructuring of
			KGW;
			(k) Correspondence about the possible sale,
			takeover, or restructuring of KGW;
			(l) A list of media content providers that
			Respondent views as KGW's primary
			competitors;
			(m) A description of KGW's advertising pricing
			structure so the Union may compare KGW's
			advertising prices to those of competitors;

Exception	Page	Lines
		<p>(n) A list of KGW's current advertisers so the Union may contact them to determine if they have or will consider purchasing advertising from a different provider;</p> <p>(o) A list of all of KGW's advertisers who have ceased buying advertising from KGW since October 24, 2011, so the Union may contact them and determine why they stopped purchasing advertising from KGW;</p> <p>(p) A list of all KGW's advertising prospects since October 24, 2011, that KGW contacted concerning purchasing advertising but that ultimately did not choose to purchase advertising, so the Union may contact them and determine why they chose not to purchase advertising from KGW;</p> <p>(q) All documents, reports, and analysis concerning KGW's ratings, television viewership and web and/or mobile readership/viewership since October 24, 2011;</p> <p>(r) Viewer/consumer comments and complaints received since October 24, 2011, concerning KGW's programing and service;</p> <p>(s) Advertiser comments and complaints received since October 24, 2011, concerning KGW's programming and service;</p> <p>(t) Documents concerning all changes in job responsibilities for members represented by IATSE since October 24, 2011, including but not limited to changes in responsibilities concerning operation of KGW news trucks;</p> <p>(u) Documents concerning IATSE members' training and qualifications for operation of KGW news trucks; and</p> <p>(v) Documents concerning job title, responsibilities, pay, benefits, and hours for employees Dave Tinkham (from January 1, 2011 to the date of the Union's request) and John Morgan (from January 1, 2008 to the date of the Union's request).</p> <p>Ground: Erroneous legal conclusion; improper legal standard; erroneous reading of the record; finding is not supported by the record evidence; erroneous conclusion</p>



1	Exception	Page	Lines	
2				from the evidence; a clear preponderance of the evidence demonstrates this finding is incorrect.
3	46.	27	24-27	Having found that Respondent has engaged in certain unfair labor practices, I find that it must be ordered to cease and desist and to take certain affirmative action designed to effectuate the policies of the Act. Specifically, I shall recommend that Respondent be ordered to supply the requested information, set forth above, to the Union.
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8				Ground: Erroneous legal conclusion; improper legal standard; finding is not supported by the record evidence.
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10	47.	28	1-45	IV. Order
11		29	1-41	The Respondent, Tegna, Inc. d/b/a/ KGW-TV, Portland, Oregon, its officers, agents, successors and assigns, shall
12		30	1-18	1. Cease and desist from
13				(a) Failing and refusing to timely and completely supply information to the Union that is relevant and necessary to the Union's performance of its duties as the exclusive collective-bargaining representative of its employees in the following appropriate unit (the unit):
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15				All technicians and engineers employed in Respondent's KGW-TV television engineering department, excluding all other employees, guards, supervisors, and professional employees as defined in the National Labor Relations Act.
16				(b) In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.
17				2. Take the following affirmative action necessary to effectuate the policies of the Act.
18				(a) Furnish to the Union, upon request, the following information subject to bargaining in good faith concerning the conditions under which any financial, market share, ratings or viewership information may be supplied such that access is provided in a manner consistent with maintaining appropriate safeguards protective of the Respondent's legitimate confidentiality interests:
19				
20				i. Data reports, analysis, communications,
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Exception	Page	Lines
		<p>and other documents, since October 24, 2011, concerning:</p> <ul style="list-style-type: none"> <li>(a) KGW's market share, ratings, and viewership;</li> <li>(b) KGW's revenue;</li> <li>(c) KGW's expenses;</li> <li>(d) Competition from other media outlets such as Google, Amazon, etc., in Portland, Oregon, and nationally; and</li> <li>(e) Changes in advertising placement and revenue for television stations including KGW;</li> </ul> <ul style="list-style-type: none"> <li>ii. Documents, analyses, or communications concerning plans to assign unit work to non-unit individuals;</li> <li>iii. The job descriptions and current wage rates of employees to whom such work would be assigned if Respondent's non-exclusive jurisdiction proposal were implemented;</li> <li>iv. Written agreements between KGW and other entities for subcontracted work since October 24 2011;</li> <li>v. Documents about customer, calendar period, and dollar volume of subcontract work since October 24, 2011;</li> <li>vi. Documents, analysis, and communications concerning any plans to subcontract unit work; A list of all individuals who have been hired as temporary employees since October 24, 2014, including date of hire, rate of pay, classification, data of termination, and reason for hiring;</li> </ul> <p>Ground: Unwarranted in light of exceptions above.</p>
48.	30	<p>Fn. 23</p> <p>If this Order is enforced by a judgment of the United States court of appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."</p> <p>Ground: Unwarranted in light of exceptions above.</p>

1 DATED this 31st day of January, 2017.

2 Davis Wright Tremaine LLP  
3 Attorneys for Respondent Tegna, Inc.

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5 By: \_\_\_\_\_  
6 Henry E. Farber  
7 Taylor S. Ball  
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**CERTIFICATE OF SERVICE**

I hereby certify that on this day I caused to be served via e-mail a copy of **RESPONDENT  
TEGNA, INC., d/b/a KGW-TV'S EXCEPTIONS TO THE ADMINISTRATIVE LAW  
JUDGE'S DECISION** upon the following:

National Labor Relations Board  
1015 Half Street SE  
Washington, D.C. 20570-0001  
(202) 273-1000  
**Via NLRB E-Filing System**

Carolyn McConnell, Field Attorney  
National Labor Relations Board, Region 19  
2948 Jackson Federal Bldg.  
915 Second Avenue  
Seattle, WA 98174  
**Via E-Mail: carolyn.mcconnell@nlrb.gov**

Diana Winther, General Counsel  
IBEW, Local 48  
15937 NE Airport Way  
Portland, OR 97230-4958  
**Via E-Mail: diana@ibew48.com**

DATED this 31st day of January, 2017.

  
Claire D. Tollfeldt